

The Port Authority of New York and New Jersey
FOIL Office
4 World Trade Center, 25th Floor
150 Greenwich Street
New York, NY, NY 10007

January 18, 2019

To Whom It May Concern:

Pursuant to the New York Freedom of Information Law, I hereby request the following records:

Any agreement, memorandum of understanding, contract, or similar document, including attachments, appendices, schedules, or exhibits, between the Port Authority and Lyft regarding their joint program to offer discounted Lyft rides during the World Trade Station weekend closure. Details of the program are here: <http://www.panynj.gov/alerts-advisories/advisories-path-weekend-closures.html>

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 5 business days, as the statute requires.

Sincerely,

Conor Skelding

Filed via MuckRock.com

E-mail (Preferred): 67653-57522492@requests.muckrock.com

Upload documents directly: https://www.muckrock.com/accounts/agency_login/the-port-authority-of-new-york-and-new-jersey-2408/agreement-with-lyft-panynj-67653/?uuid-login=50a58fec-48ed-481b-bb6f-5df89895d970&email=pafai%40panynj.gov#agency-reply

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):
MuckRock News

DEPT MR 67653
411A Highland Ave
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY PRA No. 19926
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

William Shalewitz

, Freedom of Information Administrator

Signature:



Date:

6/10/2019

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

☒ The requested records are being made available.

☐ Any responsive records that may exist are currently in storage or archived, or are maintained in the files of a department or office of the agency, and a diligent search is being conducted. The Port Authority will respond by:

☐ A diligent search has been conducted, and no records responsive to your request have been located.

☐ The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

☐ Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

☐ The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

☒ Other:

Material responsive to your request can be found on the Port Authority's website at <https://corpinfo.panynj.gov/documents/19926-LPA/>.

Co-Marketing Agreement

This Co-Marketing Agreement (this “Agreement”), effective as of the Effective Date (listed on the signature page hereto), by and between Lyft, Inc., a Delaware corporation with an address at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“Lyft”) and Port Authority Trans-Hudson Corporation, a wholly owned subsidiary of The Port Authority of New York and New Jersey (the “Port Authority”), with a place of business at One PATH Plaza, Jersey City, NJ 07306. (“Company”). Lyft and Company are herein individually referred to as a “Party” and collectively as the “Parties.” For good and valuable consideration the receipt and sufficiency of which each Party acknowledges, the Parties hereby agree as follows:

1. Services

a. Lyft Obligations

See Exhibit A.

b. Company Obligations

See Exhibit B.

2. Trademarks

a. **Lyft License.** Lyft hereby grants to Company and the Port Authority a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, “Lyft Marks”) during the Term, solely in furtherance of Company’s obligations in this Agreement. Company’s use of any of the Lyft Marks shall be subject to Lyft’s prior written approval in each instance; provided, however, each instance of usage of the Lyft Marks in approved material or that is consistent with an approved marketing plan shall not require approval for each instance of display, performance or distribution. Lyft warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Company hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that Company shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. Upon termination or expiration of this Agreement for any reason, Company shall immediately discontinue all use of the Lyft Marks. Company’s use of Lyft Marks must conform to Lyft’s usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

b. **Company License.** Company hereby grants to Lyft a royalty-free, non-exclusive, right and license to use all names, marks and logos provided by Company (collectively, “Company Marks”) during the Term, solely in furtherance of Lyft’s obligations in this Agreement. Lyft’s use of any of the Company Marks shall be subject to Company’s prior written approval in each instance; provided, however, each instance of usage of the Company Marks in approved material or that is consistent with an approved marketing plan shall not require approval for each instance of display, performance or distribution. Company warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft hereby covenants and agrees that the Company Marks shall remain the sole and exclusive property of Company and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Company Marks shall inure directly to the benefit of Company. Upon termination or expiration of this Agreement for any reason, Lyft shall immediately discontinue all use of the Company Marks.

3. Term & Termination

a. **Term.** This Agreement shall commence on the Effective Date and continue in effect until the Termination Date listed on the signature page hereto unless earlier terminated as provided herein or unless extended by mutual written consent of the parties (the “Term”).

b. **Termination.** This Agreement may be terminated by either Party, by written notice to the other Party, in the event of a material breach by the other Party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching Party. Termination by either Party for breach shall be in addition to any other remedies the non-breaching Party may have for such breach. Either Party may terminate the Agreement immediately by written notice to the other Party upon: (i) the other Party becoming insolvent; (ii) the other Party’s initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other Party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party’s property; or (v) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

This Agreement may also be terminated by either party without cause upon fifteen (15) days’ notice.

c. **Effects of Termination.** Upon termination or expiration of this Agreement, all rights, obligations and licenses of the Parties hereunder shall cease and each Party shall promptly return to the other or, if so directed by the other party, destroy all originals and copies of any Confidential Information and all information, records and materials developed therefrom. Notwithstanding the foregoing, the provisions of Sections 3(c), 4, 5, 6, 7, 8, 9, 10, 11 and any remedies for breach of this Agreement, shall survive any termination or expiration of the Agreement. If this Agreement is terminated by Lyft for breach, Company shall refund Lyft the amount of any Lump Sum Payment, less any reasonable costs incurred by Company.

4. Confidentiality

a. “Confidential Information” means any oral, written (including the terms of this Agreement, unless absolutely required to be disclosed subject to Section 4b), graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of the disclosing party, when such is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, which information would, under the circumstances, appear to a reasonable person to be Confidential Information as defined herein. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving Party rightfully knew prior to receiving such information from the disclosing Party; or (iv) the receiving Party develops independent of any information originating from the disclosing Party.

b. Subject to the provisions of the Public Records Access Policy, which may be viewed at <https://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>, including any amendments thereto ("FOI Policy"), each Party agrees that, during the Term and for three (3) years thereafter, it will not disclose to any third party or use any Confidential Information disclosed to it by the other Party except as expressly permitted in the Agreement or the FOI Policy, and that it will take all reasonable measures to maintain the confidentiality of the Confidential Information of the other Party in its possession or control. Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law (provided that such Party uses reasonable efforts to notify the other Party in advance of such disclosure so as to permit the other Party to request confidential treatment or a protective order prior to such disclosure) or on a "need-to-know" and confidential basis to its financial advisors, lawyers or other advisors who are obligated to maintain the confidentiality of such information with confidentiality obligations at least as protective as those contained in this agreement. Lyft acknowledges that Company's obligations under this Agreement are subject to the provisions of the FOI Policy and any disclosure made pursuant thereto is not a violation of this Agreement, except where such disclosure contains un-redacted Confidential Information that is exempt from disclosure under the FOI Policy.

5. **Representations and Warranties.** Each Party represents and warrants to the other that it has the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. All sweepstakes, contests, and advertising shall be in accordance with all applicable laws and regulations.

6. **Disclaimer.** OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR THE USE OF LYFT'S PLATFORM AND RIDE-SHARING SERVICES AND THE TRANSPORTATION SERVICES PROVIDED BY LYFT DRIVERS. NEITHER THE COMPANY NOR THE PORT AUTHORITY, NOR THE COMMISSIONERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OF THE COMPANY OR THE PORT AUTHORITY SHALL BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF THE LYFT PLATFORM OR SERVICES OR THE TRANSPORTATION SERVICES PROVIDED BY LYFT DRIVERS THEREUNDER.

7. **Indemnification**

7(a) Company agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents (excluding drivers providing transportation through Lyft's ride-sharing services and platform) from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Company's material breach of this Agreement; (ii) Company's violation of the representations and warranties in Section 5; and (iii) any allegation that Lyft's use of Company's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party. For

purposes of this Section 7, Company shall include Company's directors, officers, employees and agents.

7(b) Lyft agrees to defend, indemnify and hold harmless Company and the Port Authority and their respective Commissioners, Directors, officers, employees, representatives, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses (collectively "Claims") arising out of or related to (i) Lyft's breach of this Agreement; (ii) Lyft's violation of the representations and warranties in Section 5; (iii) any allegation that Company's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Lyft's services and/or the negligent acts or omissions or willful misconduct of Lyft or its directors, officers, business partners, agents, or employees, including, without limitation any Claims for death, personal injuries or for property damages, except to the extent such Claims arise from the negligent acts or omissions or willful misconduct of Company or the Port Authority or their respective Commissioners, directors, officers, contractors, representatives and employees. For purposes of this Section 7, Lyft shall include Lyft's directors, officers, employees, independent contractors (not including Lyft drivers), business partners and agents.

a. **Indemnification Procedure.** A Party's obligation to indemnify the other under this Section is subject to the indemnified Party notifying the indemnifying Party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying Party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying Party will have the exclusive right to defend any such claim, and the indemnifying Party may not settle or compromise such claim without the prior written consent of the indemnified Party, except with respect to any defense of Company and/or the Port Authority, Lyft shall not without obtaining the express advance written permission from the General Counsel of Port Authority/Company, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Company and the Port Authority, the immunity of the Company and the Port Authority, their respective Directors, Commissioners, officers, agents or employees, the governmental nature of Company and the Port Authority, or the provisions of any statutes respecting suits against the Company and the Port Authority. An indemnified Party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

8. **No Consequential Damages.** EXCEPT IN CONNECTION WITH A CONFIDENTIALITY OR INDEMNIFICATION OBLIGATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, COSTS OF COVER, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE RESULTS OF ANY SERVICES) ARISING UNDER THIS AGREEMENT, OR IN THE COURSE OF IT PROVIDING ANY SERVICES TO THE OTHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Limitation of Liability.** EXCEPT AS PERMITTED BY LAW AND EXCLUDING AN INDEMNIFICATION OBLIGATION OR A CONFIDENTIALITY OBLIGATION HEREUNDER, THE AGGREGATE AMOUNT OF ANY LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, \$5,000.

NO COMMISSIONER, DIRECTOR OFFICER, AGENT, OR EMPLOYEE OF COMPANY OR THE PORT AUTHORITY SHALL BE HELD PERSONALLY LIABLE UNDER ANY PROVISION OF THIS AGREEMENT OR BECAUSE OF ITS EXECUTION OR ATTEMPTED EXECUTION OR BECAUSE OF ANY BREACH OR ALLEGED BREACH HEREOF.

10. Insurance

Lyft shall take out, maintain, and pay the premiums on Commercial General Liability Insurance and Automobile Liability Insurance, for the life of the Agreement, including any extensions thereof, and such insurance shall cover the obligations assumed by Lyft under this Agreement, including, but not limited to premise-operations, products and completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by Lyft under this Agreement and, shall be in the following minimum limits of not less than:

Commercial General Liability (CGL) Insurance - \$1,000,000 (One Million Dollars) combined single limit per occurrence for bodily injury and property damage liability and \$2,000,000 (Two Million Dollars) in the annual aggregate.

Automobile Liability Insurance - \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage liability, including owned, non-owned, and hired autos, including for losses arising out of or caused by its contractors, independent contractors, employees or vendors.

In addition, the liability policy(ies) shall add "The Port Authority Trans-Hudson Corporation and The Port Authority of New York and New Jersey, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns" as Insured (as defined in the policy or in an additional insured endorsement amending the policy's "Who is An Insured" language as the particular policy may provide) via a blanket endorsement that provides insured status to any party Lyft is contractually required to provide coverage as an additional insured. The "Insured" shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests' clauses for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Lyft is responsible for all deductibles and losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of Lyft is subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. The liability policy(ies) shall also contain an endorsement that "***Lyft, its subcontractors, and its insurers(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority and PATH raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority and PATH, the immunity of the Port Authority and PATH, their Commissioners, Directors, officers, agents or employees, the governmental nature of the Port Authority and PATH or the provisions of any statutes respecting suits against the Port Authority and PATH.***" Each policy above shall also contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to Company.

Prior to execution of this Agreement, Lyft must submit an original certificate of insurance to the PATH Contract Administrator. This certificate of insurance MUST show evidence of the above insurance policy (ies), including, but not limited to, the cancellation notice

endorsement and other endorsements required herein. The General Manager, Risk Finance must approve the certificate(s) of insurance before any promotional activity under this Agreement is publicized. In the event of a claim and upon request by Company, Lyft shall furnish to the General Manager, Risk Finance a certified copy of each policy.

If at any time the above liability insurance should be cancelled, terminated, or modified so that the insurance is not in effect as above required, then Lyft and all subcontractors shall suspend performance of this Agreement until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Port Authority Director of Brand & Customer Partnerships directs Lyft, in writing, to continue to performing under the Agreement. If the Agreement is so suspended, no extension of time shall be due on account thereof.

Renewal certificates of insurance shall be delivered to the PATH Contractor Administrator, and upon request from the additional insureds, their successors or assigns at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume hereunder. If at any time any of the certificates or policies shall become unsatisfactory to Company, Lyft shall promptly obtain a new and satisfactory certificate and policy and provide same to Company.

Failure by Lyft to meet any of the insurance requirements, including the requirement that Company be afforded the full extent of the insurance obtained under this Agreement without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Agreement by Company.

The requirements for insurance procured by Lyft and subcontractor(s) shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by Lyft under this Agreement. The insurance requirements are not a representation by Company as to the adequacy of the insurance necessary to protect Lyft against the obligations imposed on it by law or by this or any other agreement.

11. General

a. **Relationship of Parties.** The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either Party as the employer, employee, agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

b. **Entire Agreement; Amendment.** This Agreement (including any exhibit attached hereto) constitutes the entire agreement between the Parties with regard to the subject matter hereof. The Agreement may only be amended or modified through a writing signed by both Parties.

c. **Counterparts; Electronic Document.** This Agreement may be signed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. For the purposes of negotiating and finalizing this Agreement, transmission by fax or email of this Agreement, herein called "Electronic Document", shall be treated in all manner and respects as an original document. The signature of any party on any such Electronic Document shall be considered for these purposes as an original signature. Any such Electronic Document shall be considered to have the same binding legal effect as an original document. At the request of either party, any such Electronic Document shall be re-executed by both parties in the original form.

d. **Severability.** If a court of law finds any provision of this Agreement unenforceable, the Parties agree to replace the offending provision with an enforceable provision that most nearly achieves the

intent and economic effect of the unenforceable provision and all other terms shall remain in full force and effect.

e. **Headings; Interpretation.** Headings and captions in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of any provisions herein. This Agreement will be interpreted fairly and without any strict construction in favor of or against either Party.

f. **Waiver.** The failure of either Party to enforce, at any time, any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such Party thereafter to enforce any such provisions or exercise such right or option. Any consent by any Party to, or waiver of, a breach by the other, shall not constitute the consent to, waiver of, or excuse of any other different or subsequent breach.

g. **Expenses.** Unless otherwise agreed to by the Parties, each Party will be responsible for the costs and expenses incurred by it in connection with this Agreement.

h. **Notices.** Any notice or communication from one Party to the other shall be in writing and either personally delivered or sent via reputable international express delivery courier or certified or registered mail, postage prepaid and return receipt requested, addressed to such other Party at the address specified in the first paragraph of this Agreement, or at such other address as such Party may from time to time designate in a notice to the other Party.

i. **Assignment.** This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either Party. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.

j. **Publicity.** Neither Party shall issue a press release or other public announcement concerning this Agreement or relationship without the other Party's prior written consent.

k. **Governing Law & Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Exclusive jurisdiction and venue for any litigation arising under this Agreement is in the federal and state courts located in New York County, New York, and both parties hereby consent to such jurisdiction and venue for this purpose.

l. **Third Party Beneficiaries.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party, except the Parties acknowledge and agree that Port Authority is an express third party beneficiary of this Agreement and shall have the absolute right to enforce its terms.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

LYFT, INC.

By: _____

Name: Monica Cepak

Title: Marketing Lead, NJ

Date:

Effective Date: 01/05/2019

Termination Date: 07/01/2019

PORT AUTHORITY TRANS-HUDSON
CORPORATION

By:  _____

Name: M. P. Marino

Title: Director Rail Transit / G.M. PATH

Date: 1/9/19

Exhibit A

Services to be Provided by Lyft

- Lyft will provide an existing and new user coupon code valued at 50% off shared rides to / from (within a radius of .8 miles of) WTC, New York, NY and (within a radius of .8 miles of) Exchange Place, Jersey City, NJ (see below) from January 1st 2019 to July 1st 2019.
 - **Coupon Code: NJPATH19**
 - <https://www.lyft.com/invite/NJPATH19>
- Lyft to provide pick up / drop off signage (A - Frame sign) as needed

Pick-Up/Drop-Off Areas Covered by Coupon Code:

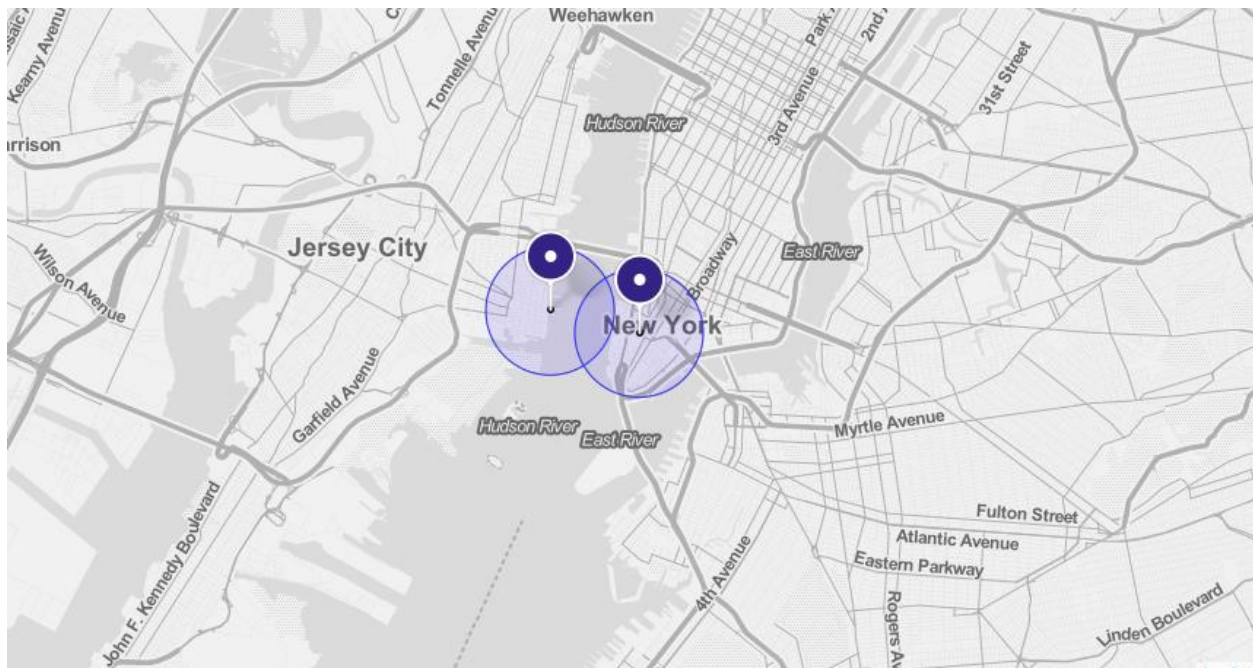


Exhibit B

Services to be Provided by Company

- **Marketing Materials**

- Press Release to announce partnership (to be distributed prior to January ____)
- Take-one handouts (via station staff) (10k)
- Service brochures (10k)
- Direct Applications Station Decals (100)
- Rail car cards (minimum of 4)
- Station posters (Minimum of 2)
- Animated video listing transit options
- Company to cover printing costs of all of the above

Digital

- Inclusion of Lyft logo and discount code on website
- Inclusion of Lyft logo and discount code in all digital communications around alternate transportation options (i.e. email, social, banner ads, etc.) with above discount codes